



**CITY COUNCIL OF PEACHTREE CITY
REGULAR MEETING AGENDA**

**Peachtree City
Mayor & City Council**
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

**SEPTEMBER 5, 2019
6:30 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - August 15, 2019, Special Called Meeting
 - August 15, 2019, Regular Meeting
 - August 22, 2019, Special Called Meeting
- VII. Consent Agenda**
 - 1. Consider Official Intent Resolution (Reimbursement Resolution)
 - 2. Consider Non-profit Funding Agreement – Fayette Senior Services, Inc.
 - 3. Consider Non-profit Funding Agreement – Promise Place
 - 4. Consider FY 2019 Budget Amendment – Kiwanis Club of Peachtree City Donation to DARE
 - 5. Consider FY 2019 Budget Amendment – Impact Fees/Books and Other Media
 - 6. Consider Bid for Robinson Road Drainage Improvements – Crawford Grading & Pipeline, Inc.
- VIII. Old Agenda Items**
- IX. New Agenda Items**
 - 09-09-01 Public Hearing – Consider Variance Request to Sections 1006(b)(4)(a) and 1006(b)(4)(c) of Land Development Ordinance, 263 Greenwood Lane (Robin Cailloux)
- X. Council/Staff Topics**
- XI. Executive Session**
- XII. Adjourn**

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting

City Council of Peachtree City
Special Called Meeting Minutes
August 15, 2019
7:30 a.m.

The Mayor and Council of Peachtree City met in a special called meeting on Thursday, August 15, 2019, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:30 a.m. Other Council Members attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

The purpose of the special called meeting was to hold a public hearing on the 2019 millage rate.

08-19-01 Public Hearing – 2019 Millage Rates

Mayor Fleisch opened the public hearing.

Financial Services Director Paul Salvatore said this was the first of three required public hearings regarding the proposed tax increase. The second would be held on August 15 at 6:30 p.m. during the regular Council meeting, and the third public hearing was slated for the August 22 at 9:00 a.m., along with the adoption of the millage rate. He explained that the operations & maintenance (M&O) millage rate would stay at 6.232 mills, and the bond millage rate would be reduced from 0.176 mills to zero. The total millage rate for 2019 would be reduced from 6.408 to 6.232 mills.

Salvatore continued that the reason for the tax increase was due to an increase in the assessed value of real properties. Property owners who had an increase in the assessed value of their property would experience a tax increase. The total increase in digest values was 8.64%. New growth accounted for 2.8% of the total increase, while reassessments accounted for 5.84%.

Based on the Fair Market Value (FMV) of a property, the current tax bill for a \$200,000 home at 6.408 was \$513, Salvatore said. Using an average increase in assessments of 5.84%, the FMV of the home should increase to \$211,680. The City portion of the 2019 tax bill at 6.232 mills would increase to \$528, Salvatore said. The net increase in the City tax bill would be \$14.21. The FMV of a \$500,000 home would increase to \$529,200, with a net increase in the City tax of \$35.53, or to \$1,319 compared to \$1,282 in 2018.

Salvatore reviewed the millage rate history from 2012 to now, noting that the millage rate peaked in 2012 at 7.178 (6.756 mills M&O and a bond rate of 0.422 mills). In 2013, the M&O rate remained at 6.756 mills, and the bond rate decreased to 0.332 mills for a total millage rate of 7.088. The millage rate remained the same in 2014. In 2015, the bond rate dropped again to 0.314 mills, bringing the total millage rate to 7.070. The last year for an M&O millage rate of 6.756 was 2016, and the bond rate dropped to 0.309 mills, for a total millage rate of 7.065 mills. The bond rate decreased again in 2017 to 0.273, as did the M&O rate (6.232), for a total bond rate of 6.505 mills. In 2018, the bond rate dropped to 0.176, bringing the total to 6.408 mills. Salvatore noted that the total post-recession millage rate reduction had been 0.946 mill.

There were no comments from the public. The Mayor closed the public hearing.

No action by Council was required.

There being no further business, King moved to adjourn the meeting. Madden seconded. Motion carried unanimously. The meeting adjourned at 7:36 a.m.

City Council of Peachtree City
Meeting Minutes
Thursday, August 15, 2019
6:30 p.m.

The City Council of Peachtree City met in regular session on Thursday, August 15, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

The Mayor noted that it was King's 70th birthday. Fleisch recognized Josh Petty of Public Works as Employee of the Month and presented Ekrem Muhaxheri and Jonathon "Gage" Henson with a Team Recognition Award for their retrieval of a child from the rock wall at the City's July 4th celebration. The Mayor also presented the 2019 Peachtree City 12u Little League team and their coaches with certificates for their performance this year.

Minutes

King moved to approve the August 1, 2019, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Amendments to Convention & Visitors Bureau (CVB) Bylaws & Articles of Incorporation**
- 2. Consider FY 2019 Budget Amendment – Neighborhood Parks Fund**
- 3. Consider Bid for Grinding Services - AKA Tree Removal**
- 4. Consider Approval of MOA with Faithful Guardian, LLC**

Madden moved to approve Consent Agenda items 1 – 4. Ernst seconded. Motion carried unanimously.

Old Agenda Items

08-19-01 Public Hearing – 2019 Millage Rates

Fleisch opened the public hearing, the second of three required public hearings on the millage rates.

Financial Services Director Paul Salvatore explained there were two millage rates. The Maintenance and Operations (M&O) millage rate would remain unchanged at 6.232 mills, while the Bond millage rate would drop from 0.176 to zero. This meant a reduction in the total millage rate from 6.408 mills to 6.232 mills.

Salvatore pointed out that property owners who had an increase in the assessed value of their property would experience a tax increase. The increase in total value of real property, except motor vehicles, came in at 8.64%, with 2.8% of that from new growth and 5.84% from reassessments of existing property. He presented a chart that showed how the reassessments would impact taxes on properties of various values, using the 5.84% average increase, which could be higher or lower for individual properties. For example, a property previously valued at \$200,000 would have its value go up to \$211,680 and its City tax bill, with a millage rate of 6.232, rise by \$14.21 to about \$528.

Salvatore showed a history of the City's post-recession millage rates. The highest was 7.178 mills in 2012. As assessed values recovered, the City responded by lowering the millage rate to the current 6.232 mills for M&O, almost a full mill reduction.

There were no questions or comments from the public, and the Mayor closed the public hearing. She noted they were nearing the end of the budget process, after months of meetings and discussions, and the millage rate would be adopted after a final public hearing on August 22 at 9:00 a.m.

New Agenda Items

08-19-02 Consider Step One Annexation Request for 95.5 acres on Crabapple Lane and Dogwood Trail

Peachtree City had a unique two-step process for annexation, Planning and Development Director Robin Cailloux explained. In this first step, the applicant provided an overview of the annexation request and had the opportunity to explain how this proposal fit in with the City's established goals and visions as stated in the Comprehensive Plan. If Council approved the Step One request, the applicant must return within a year with a Step Two application to begin the state-mandated application process. This was not a public hearing because there was no land use decision being made at this time, she noted. If Council allowed the applicant to move forward, there would be multiple public hearings as part of the Step Two process.

The property was within the 2014 Growth Boundary study that the City Manager and staff conducted. Just to the east of this property was land that had been annexed into the Town of Tyrone. The 95.5-acre tract bordered the unimproved portion of East Crabapple Lane with Dogwood Trail to the north. The Kedron Hills subdivision was directly to the south, within Peachtree City.

The tract was zoned by the County as Agricultural-Residential (AR), with three- to five-acre minimum lot sizes. The property to the west was zoned R-50 and had an approved development plan with the County for one-acre lots. The County's Future Land Use identified the property as low-density residential, which was one-acre lots. The City had a single-family medium density use just to the south, as well as a single-family low, which was one- to three-acre lots. Single-family medium set a maximum lot size of one acre and went down to quarter-acre lots.

The proposal was for 191 lots on the 95 acres, with a gross density of 2.0 dwelling units per acre. It had a street network connecting to Crabapple and to Dogwood. The applicant, InLine Communities, LLC, would preserve 43 acres of green space along the tributary and reserve 3.85 acres for a quick response station or other civic use. They were planning to pave Crabapple Lane, which the City required.

Staff had identified the Comprehensive Plan goals and policies that could be applied to this application. The first of these looked at whether the project would protect environmentally sensitive land and enhance the City's greenbelts and open spaces. They were preserving 43% of the tract as green space, she noted, which exceeded the City's 25% requirement. The next goal was to protect the water quality in lakes, wetlands, major streams, and minor drainage systems. The property was within a significant Groundwater Recharge Area designated by the state and adopted by the City, which meant the area filtered and cleaned rainwater before it entered subsurface aquifers. This area's subsurface aquifer was also significant, Cailloux remarked. The applicant was proposing to connect to the sewer system and not having septic in this area would protect the drinking water.

The next consideration was to determine if the development and re-development patterns met the City's goals in adhering to the village concept and stepping down in density towards the City's boundaries. The proposed density was 2.0 dwelling units per acre, similar to what was in Kedron Hills. Ideally, they would want something less than this in order to meet the step down policy,

Cailloux said. Staff gave this goal a light green check mark, meaning it was close to meeting the goal, but not quite there.

The next goal looked at whether the proposal reduced the tax burden on residential properties by shifting the tax base to industrial and commercial users. The proposal was for a single-use residential development, so it did not satisfy this goal, Cailloux pointed out, but added that staff did not believe this would be an appropriate area for commercial or industrial uses. Therefore, they gave this a light red "x" because it did not meet the goal exactly.

One of the transportation goals looked at whether the development maximized the utilization of public road infrastructure by limiting driveway access to arterial and collector roads. If the property were annexed, the City Engineer would deem Dogwood Trail a Community Collector road, and Crabapple Lane a Neighborhood Collector, Cailloux said, and the applicant showed no driveway access to either. Another transportation policy was to encourage alternative modes via the multi-use path system. The applicant was not proposing any multi-use paths. Staff recommended that if this moved forward, the applicant include at least a connection from the cul-de-sac along the City-owned greenway to Loring Lane.

Housing goals included creating a sense of neighborhood by developing separate and identifiable subdivisions surrounded by open spaces and appropriate landscape buffers. There were landscape buffers around the entire development, but they would need to be increased along Dogwood and Crabapple because of the collector road statuses they would be given. Staff also recommended that the applicant consider adding berms or heavy landscaping along Dogwood Trail to help improve the visual separation between the unincorporated County and the City side.

Staff considered if the developers would provide necessary infrastructure. They would pave Crabapple Lane and provide public water and sewer. Another goal was to ensure adequate public services when the development came on line. The developer planned to dedicate 3.85 acres for civic use, such as a quick response station, Cailloux stated.

Cailloux concluded by reminding Council that Step One in the annexation process was in place to answer whether the request satisfied City goals or not. Allowing the application to move forward would not indicate Council's approval of this project. It would simply allow further analysis to be done. Step Two required more in-depth analysis of impacts on public services and also began the state-mandated process for annexation, which called for multiple public hearings and notifications.

Fleisch asked Cailloux to show the slide showing the schematic of the streets. She said one of her major concerns was the path connection. Cailloux said they were proposing a long street that ended in a cul-de-sac. Staff wanted to see a connection from there through the City-owned green space to connect to Loring Lane. She explained that they tried to use neighborhood roads for golf carts due to the increased expense of maintaining both a road and a cart path right next to each other. They would not want to create a massive system there, but wanted to make it easier for cart riders to get into the existing system, rather than traveling on Crabapple Lane, which would be classified as a collector, if the annexation was approved.

Fleisch said the number of units, 191, concerned her, and Prebor asked how many homes were in Kedron Hills. An audience member said there were 195.

Madden acknowledged that approving Step One did not mean the concept would be allowed or the annexation would go through. He noted that the property was not even zoned, and

Cailloux said it would need to be in the City in order to impose some of the City's standards. He asked if they would be allowed to build on the aquifer.

Cailloux stated that the recharge area was huge, and Peachtree City was on its southernmost end. There was quite a bit of development in the recharge area, but there were special septic system requirements developers would have to meet if the land was developed while still in the County. This was regulated by the state.

Madden said it seemed to him that 35 wooded acres would be an ideal place to put a path system. Throughout the City, Cailloux observed, they had tried to use these undevelopable lands for the path system.

Madden noted that the Comprehensive Plan called for less density at the City's edges, and they had already indicated to the County that Dogwood Trail was their desired northern border. This should be one of the least dense areas in the City.

Cailloux said they did not want to see perpetual urban sprawl, such as 2.8 units per acre or 2.0 per acre continue on to the City boundary. That was why they called for a step down. Staff was not proposing a number, but recommended that if this moved forward, the density be lowered.

Madden said he visited Kedron Hills that day, and it seemed there were a lot of houses on lots larger than half an acre. Kedron Hills had two zoning categories, Cailloux told him. It was developed in several phases, so traveling along Astoria Lane, there one-acre lots. She indicated on the map where there were half-acre lots. Kedron Estates was different, Madden clarified, and Fleisch added that they were on septic.

Madden asked if the land adjacent to this in the unincorporated County was zoned R-50, and Cailloux said it was. That zoning necessitated one house per acre, Madden noted.

Cailloux said that was a good point to make. What was being proposed were not half-acre lots. The gross density was two units per acre, but the lots would have to be smaller so they could preserve the greenspace. Madden said if they adhered to the County's zoning of the adjacent land, there would be 95 houses on the 95 acres, not 191, but Cailloux said it would be fewer than 95 because so much of the land was not developable. Madden confirmed that the County's Future Land Use Plan identified this site for homes on one-acre lots.

King wanted to know how much of the property was undevelopable. Cailloux said she would guess about 39 or 40 acres. King noted that was about 35% of the total. The intent to have two homes per acre was met, he went on, but in reality it would be a lot more than that due to the large amount of land that could not be developed. He said if only 55% of the property was developable, there could be just 110 homes, but Cailloux noted that those calculations got complicated when you considered how roads could be developed and how much land was dedicated to roads. She said she did not like to make off-the-cuff estimations, but stated it would be a little less than that number. King asked if they could change the number of lots if Council allowed it move to the next step. Cailloux said they would be allowed to work with the applicant then. At this point, she said, there was an ordinance that prevented staff from working with them. King said he understood.

King asked why the developer said "no cart paths." Peachtree City was known for its cart paths, but here was a development that said it would not do that. Cailloux said she did not know, but the applicant could respond to that.

Attorney Rick Lindsey spoke for the applicant. He said they did not say there would be no cart paths, but were looking at their options. They did not know where they would want to put them and how they should connect to the existing system. That was an issue they would discuss with staff if allowed to proceed to Step Two.

King asked about the boundary between the County and Tyrone, and Cailloux noted it was down the middle of Dogwood. King noted that Tyrone and Peachtree City would share the road. This was not uncommon, Cailloux said, and there were intergovernmental agreements with the County, such as on Robinson Road, for these situations. She added this was something else that would have to be worked out if Council let the annexation proceed.

Fleisch commented that this piece of property must have been for sale for a long time because this was the third or fourth proposal they had seen. City Manager Jon Rorie said they had heard similar scenarios on at least two occasions since he had been with the City. Cailloux said those were before her time.

Rorie went on to say that staff did not spend time debating density issues or path connection issues on proposals. This proposal was about gross density vs. net density in terms of development of the land and infrastructure requirements. The proposal was borderline in terms of the step down policy. The road involved three governmental entities. There were problems associated with the proposal, but staff would not dig down and work through those issues or concerns unless it was in Step Two of the process. It was a proposal; they could decide to continue to look at it in the future or just say "no" now.

Prebor said he asked about the number of homes because of the concerns over doubling the amount of traffic on Loring Lane. He did not want to waste the applicant's time if he knew that was going to be an issue.

Ernst mentioned the cart paths and noted that annexing made it easier for the developer to get sewer and water service. He pointed out that students who lived in this development would attend Sandy Creek High School. People purchased homes in Peachtree City in order for their children to attend schools in Peachtree City. He said he had many questions about the 40 acres that were not developable. He concluded that he was just not ready to move forward with this.

Rorie remarked that, while he could not speak on behalf of Fayette County, this was not a zoning issue at this point; it was an annexation issue. Annexing into the City would require a plan and a conceptual plan to be submitted to Fayette County. Neighboring properties were zoned R-50, which was one-acre lots, while this called for density of quarter- to half-acre lots. Although there might be some similarity to Kedron Hills, he said he suspected they would face opposition from the County, based on the density and the change in the Land Use Plan.

The Mayor stated that in this area there were a number of people who thought they lived in the City, but actually did not. They thought that because they got their mail through the Peachtree City Post Office. Cailloux said they got many building applications, especially south of the City near Starr's Mill High School, from people who thought they were inside the City. Fleisch wondered what the mailing address would be for this development and said they would have to jump a few hoops to get a Peachtree City ZIP code. Cailloux said changing a ZIP code was an involved process.

Fleisch again said she had seen three or four different plans for this property. Most were far more dense, so this was probably the best. Even so, they were not close enough to the City's requirements to merit further consideration.

King moved to deny New Agenda item 08-19-02, Step One Annexation Request for 95.5 acres on Crabapple Lane and Dogwood Trail. Prebor seconded. Motion carried unanimously.

08-19-03 Consider Adjustment to Mayor and Council Salaries and Amendment to Ordinance Sec. 2-23. Salaries; reimbursements; expenses

Ernst moved to approve New Agenda item 08-19-03, Adjustment to Mayor and Council Salaries and Amendment to Ordinance Sec. 2-23. Salaries; reimbursements; expenses. Madden seconded. Motion carried 3-2, with King and Prebor voting against.

King moved to adjourn at 7:14 p.m. Ernst seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

**City Council of Peachtree City
Special Called Meeting Minutes
August 22, 2019
9:00 a.m.**

The Mayor and Council of Peachtree City met in a special called meeting on Thursday, August 22, 2019, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 9:00 a.m. Other Council Members attending: Terry Ernst, Kevin Madden, and Phil Prebor. Mike King was out of town.

The purpose of the special called meeting was to hold a public hearing on the 2019 millage rate and to consider adoption of the 2019 millage rates.

08-19-01 Public Hearing – 2019 Millage Rates

Mayor Fleisch opened the public hearing.

Financial Services Director Paul Salvatore said this was the last of three required public hearings regarding the proposed tax increase, along with the adoption of the millage rate. He explained that the operations & maintenance (M&O) millage rate would stay at 6.232 mills, and the bond millage rate would be reduced from 0.176 mills to zero. The total millage rate for 2019 would be reduced from 6.408 to 6.232 mills.

Salvatore continued that the reason for the tax increase was due to an increase in the assessed value of real properties. Property owners who had an increase in the assessed value of their property would experience a tax increase. The total increase in digest values was 8.64%. New growth accounted for 2.8% of the total increase, while reassessments accounted for 5.84%.

Based on the Fair Market Value (FMV) of a property, the current tax bill for a \$200,000 home at 6.408 was \$513, Salvatore said. Using an average increase in assessments of 5.84%, the FMV of the home should increase to \$211,680. The City portion of the 2019 tax bill at 6.232 mills would increase to \$528, Salvatore said. The net increase in the City tax bill would be \$14.21. The FMV of a \$500,000 home would increase to \$529,200, with a net increase in the City tax of \$35.53, or to \$1,319 compared to \$1,282 in 2018.

Salvatore reviewed the millage rate history from 2012 to now, noting that the millage rate peaked in 2012 at 7.178 (6.756 mills M&O and a bond rate of 0.422 mills). In 2013, the M&O rate remained at 6.756 mills, and the bond rate decreased to 0.332 mills for a total millage rate of 7.088. The millage rate remained the same in 2014. In 2015, the bond rate dropped again to 0.314 mills, bringing the total millage rate to 7.070. The last year for an M&O millage rate of 6.756 was 2016, and the bond rate dropped to 0.309 mills, for a total millage rate of 7.065 mills. The bond rate decreased again in 2017 to 0.273, as did the M&O rate (6.232), for a total bond rate of 6.505 mills. In 2018, the bond rate dropped to 0.176, bringing the total to 6.408 mills. Salvatore noted that the total post-recession millage rate reduction had been 0.946 mill.

Fleisch asked Salvatore when the tax digest information would be final, depending on the appeals process. Salvatore said he did not know the exact answer, and he continued to get receipts for adjustments. He expected to lose approximately \$200,000 due to the appeals process. He said he would ask the Tax Assessor when the appeals process would be completed.

There were no comments from the public. The Mayor closed the public hearing.

No action by Council was required.

08-19-04 Consider Adoption of 2019 Millage Rates

City Manager noted Council would also need to adopt the millage rate of 6.232 mills, with the elimination of the bond millage rate.

Ernst moved to adopt the 2019 Millage Rate at 6.232. Madden seconded. Motion carried unanimously.

There being no further business, Ernst moved to adjourn the meeting. Madden seconded. Motion carried unanimously. The meeting adjourned at 9:06 a.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Kelly Bush, Assistant Finance Director 

DATE: August 14, 2019

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
Government Finance Corporation, Inc. Lease/Purchase
September 5, 2018, City Council Consent Agenda

Recommendation:

Staff recommends that City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through the Government Finance Corporation financing process for budgeted expenditures made prior to the actual financing arrangements.

Discussion:

Following the approval of the fiscal year 2020 budget, this Official Intent Resolution is presented to Council for adoption in order to include in future financing any money paid directly or indirectly by the General Fund prior to the actual financing of expenditures for projects to be financed under the five-year lease/purchase plan. The resolution in an amount not to exceed \$2,200,000 is attached.

Budget Impact:

There is no specific budget impact in approving the resolution. The budget impact has occurred with the approval of the fiscal year 2020 budget.

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed \$2,200,000 to finance the costs of acquiring Data Security upgrades, Server upgrades and replacements, Physical Security systems, Additional Storage replacements and additions, Firewall replacement, and Vmware/Veeam upgrades, Public Safety equipment and replacements to include: Police Vehicle replacements (10), 192TB Storage expansion, Taser replacements (66), and Emergency Generator replacement, Fire staff vehicle replacement (1), Cardiac Monitor Lifepak Replacements (15), Fire Station Generator replacements, Genesis Combo Hydraulic tools (2), and Public Service equipment replacements including: Zero-turn Mowers (3), Back Hoe Replacement (1), Skid Steer replacement (1) and Truck replacements (5 total 2 - 250, 1 - 150, and 2 - 350); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, money in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or money used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for money used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2019.

PEACHTREE CITY

(SEAL)

By: _____
Vanessa Fleisch
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2019, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the Peachtree City, this the _____ day of _____, 2019.

Ann E. Tyler
City Clerk

(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie - City Manager 

DATE: September 2, 2019

SUBJECT: Non-Profit Funding Agreement – Fayette Senior Services, Inc.
September 5, 2019 Council Agenda

Recommendation:

That Council authorize Mayor Fleisch to sign the agreement for services and non-profit funding support for Fayette Senior Services, Inc. for a time period of October 1, 2019 through September 30, 2020.

Discussion:

At the May 16, 2019 City Council meeting, Council approved the request for funding from Fayette Senior Services, Inc. for \$15,000.00 for FY20. The attached document is the required agreement between Fayette Senior Services, Inc. and the City for services to be provided by Fayette Senior Services, Inc. for residents of Peachtree City as relates to providing transportation, meals and social functions for those who are senior citizens. For continued consideration of support, the non-profit funding request needs to be submitted by Fayette Senior Services on an annual basis for consideration to be included in the next FY budget as is outlined in CAR 8-3.

Budget Impact:

The budget impact to the City would be \$15,000 and funds have been included in the FY20 budget for this item in account 100-1505-572020.

City Council of Peachtree City
Meeting Minutes
Thursday, May 16, 2019
6:30 p.m.

The City Council of Peachtree City met in regular session on Thursday, May 16, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, and Kevin Madden. Phil Prebor was on temporary leave of absence.

Announcements, Awards, Special Recognition

Presentation of Awards – Lake Peachtree Spillway

Fleisch reported that the Lake Peachtree Spillway project had been honored with both a state and national award for civil engineering. The awards recognized innovation through the use of the piano key weir, which was the first of its type completed in the United States and the only one in the world built at different levels. She commended the engineers who worked on the project, including Randy Bass of Schnabel Engineering, Dan Davis of ISE, and City Engineer Dave Borkowski. Fleisch presented Borkowski, Recreation and Special Events Director Quinn Bledsoe, and Public Works Superintendent Scott Hicks with commendations from the City.

Minutes

King moved to approve the May 2, 2019, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

1. Consider Non-profit Funding Service Agreement – Promise Place
2. Consider Non-profit Funding Service Agreement – Fayette Senior Services
3. Consider FY2019 Software Subscription for Police Department
4. Consider FY2019 Budget Adjustment – Software Subscription for Police Department

Madden moved to approve Consent Agenda items 1, 2, 3, and 4. Ernst seconded. Motion carried unanimously.

New Agenda Items

- 05-19-05 Public Hearing – Consider Rezoning, GI General Industrial to LUC Limited Use Commercial, 28.04 Acres (portion of Tax Parcel 0615 028) Located off Clubhouse Drive and the Unimproved Portion of NAECO Way

The Mayor opened the public hearing.

Planning and Development Director Robin Cailloux indicated the location of the property on the south side of the City, saying it was an undeveloped parcel on the shore of Lake McIntosh. She explained where it was in relation to SR 74, Dividend Drive, Crosstown Road/TDK Boulevard, and Southpark, which became a private road called Clubhouse Drive and accessed the Planterra Ridge Golf Course. The request was not to rezone the entire parcel; they were retaining 8.63 acres as General Industrial (GI), but had submitted a master plan for the entire area. Surrounding uses included the Atlanta Regional Airport – Falcon Field, a water treatment plant, holes 5 and 8 of the Planterra Ridge Golf Course, and Lake McIntosh.

The master plan showed a main boulevard off Clubhouse Drive leading to five multi-family apartment buildings and a clubhouse. There were single-family cluster homes and a commercial area around a village green. Cailloux pointed out the land in the southeast portion of the property that would remain GI, with 100,000 square feet or more of office use indicated.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of _____, 2019, by and between FAYETTE SENIOR SERVICES, INC. (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of \$15,000.00 for the period October 1, 2019 through and including September 30, 2020.

Executed, the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Nancy Meaders, President & CEO

By: Vanessa Fleisch, Mayor

STATE OF GEORGIA
COUNTY OF FAYETTE

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WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

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Executed, the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Nancy Meaders, President & CEO

By: Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie - City Manager 

DATE: September 2, 2019

SUBJECT: Non-Profit Funding Agreement – Promise Place
September 5, 2019 Council Agenda

Recommendation:

That Council authorize Mayor Fleisch to sign the agreement for services and non-profit funding support for Promise Place for a time period of October 1, 2019 through September 30, 2020.

Discussion:

At the May 16, 2019 City Council meeting, Council approved the request for funding from Promise Place for \$10,000 for FY 2020. The attached document is the required agreement between Promise Place and the City for services to be provided by Promise Place for residents of Peachtree City as relates to domestic violence. For continued consideration of support, the non-profit funding request needs to be submitted by Promise Place on an annual basis for consideration to be included in the next FY budget as is outlined in CAR 8-3.

Budget Impact:

The budget impact to the City would be \$10,000 and funds have been included in the FY20 budget for this item in account 100-1505-572020.

City Council of Peachtree City
Meeting Minutes
Thursday, May 16, 2019
6:30 p.m.

The City Council of Peachtree City met in regular session on Thursday, May 16, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, and Kevin Madden. Phil Prebor was on temporary leave of absence.

Announcements, Awards, Special Recognition

Presentation of Awards – Lake Peachtree Spillway

Fleisch reported that the Lake Peachtree Spillway project had been honored with both a state and national award for civil engineering. The awards recognized innovation through the use of the piano key weir, which was the first of its type completed in the United States and the only one in the world built at different levels. She commended the engineers who worked on the project, including Randy Bass of Schnabel Engineering, Dan Davis of ISE, and City Engineer Dave Borkowski. Fleisch presented Borkowski, Recreation and Special Events Director Quinn Bledsoe, and Public Works Superintendent Scott Hicks with commendations from the City.

Minutes

King moved to approve the May 2, 2019, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

1. **Consider Non-profit Funding Service Agreement – Promise Place**
2. **Consider Non-profit Funding Service Agreement – Fayette Senior Services**
3. **Consider FY2019 Software Subscription for Police Department**
4. **Consider FY2019 Budget Adjustment – Software Subscription for Police Department**

Madden moved to approve Consent Agenda items 1, 2, 3, and 4. Ernst seconded. Motion carried unanimously.

New Agenda Items

- 05-19-05 **Public Hearing – Consider Rezoning, GI General Industrial to LUC Limited Use Commercial, 28.04 Acres (portion of Tax Parcel 0615 028) Located off Clubhouse Drive and the Unimproved Portion of NAECO Way**

The Mayor opened the public hearing.

Planning and Development Director Robin Cailloux indicated the location of the property on the south side of the City, saying it was an undeveloped parcel on the shore of Lake McIntosh. She explained where it was in relation to SR 74, Dividend Drive, Crosstown Road/TDK Boulevard, and Southpark, which became a private road called Clubhouse Drive and accessed the Planterra Ridge Golf Course. The request was not to rezone the entire parcel; they were retaining 8.63 acres as General Industrial (GI), but had submitted a master plan for the entire area. Surrounding uses included the Atlanta Regional Airport – Falcon Field, a water treatment plant, holes 5 and 8 of the Planterra Ridge Golf Course, and Lake McIntosh.

The master plan showed a main boulevard off Clubhouse Drive leading to five multi-family apartment buildings and a clubhouse. There were single-family cluster homes and a commercial area around a village green. Cailloux pointed out the land in the southeast portion of the property that would remain GI, with 100,000 square feet or more of office use indicated.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of _____, 2019, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC., D/B/A PROMISE PLACE (hereinafter "PROMISE PLACE"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, PROMISE PLACE provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are victims of domestic violence; and

WHEREAS, in providing such services, PROMISE PLACE assists the Police Department of the City; and

WHEREAS, PROMISE PLACE has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, PROMISE PLACE is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by PROMISE PLACE to the City and residents of the City, the City hereby agrees to pay the sum of \$10,000 for the period October 1, 2019 through and including September 30, 2020.

Executed, the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON
DOMESTIC VIOLENCE, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Vanessa Wilkins, Executive Director

By: Vanessa Fleisch, Mayor

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

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WHEREAS, PROMISE PLACE provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are victims of domestic violence; and

WHEREAS, in providing such services, PROMISE PLACE assists the Police Department of the City; and

WHEREAS, PROMISE PLACE has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, PROMISE PLACE is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by PROMISE PLACE to the City and residents of the City, the City hereby agrees to pay the sum of \$10,000 for the period October 1, 2019 through and including September 30, 2020.

Executed, the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON
DOMESTIC VIOLENCE, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Vanessa Wilkins, Executive Director

By: Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul Salvatore, Director of Financial Services *PS.*
Kelly Bush, Assistant Finance Director *KB*
Janet Moon, Chief of Police

DATE: August 19, 2019

SUBJECT: FY 2019 Budget Amendments –
September 5, 2019 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council accept the Kiwanis Club of PTC donation and approve the attached budget amendment to the fiscal year 2019 budget resolution.

Discussion:

The City has received a donation from the Kiwanis Club of Peachtree City in the amount of \$1,248.65 for the Police Department's DARE. program. The DARE Program Fund was established to account for the purchase of materials for the DARE programs in the Peachtree City schools.

Budget Impact:

The attached budget amendment will increase both the revenue and expenditure accounts in the DARE Program Fund by \$1,248.65.

Attachments: Budget Amendment.

kb: council reports/Budget Amendments for 2019

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

19-19

09/05/2019

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the DARE Program Fund for donation from the Kiwanis Club of Peachtree City for the purchase of materials.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KVB*

DATE: August 28, 2019

SUBJECT: FY2019 Budget Amendment
September 5, 2019 *City Council Consent Agenda*

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the Fiscal Year 2019 Budget Resolution.

Discussion:

The attached proposed budget amendment will budget funds collected for Books and Other Media in the Impact Fee Fund as provided by the Capital Improvements Element of the City's Comprehensive Plan.

Budget Impact:

The proposed budget amendment will increase both the revenues and the expenditures in the Impact Fee Fund by \$30,702.60 amending the Fiscal Year 2019 Budget Resolution.

Attachments
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 19-20

DATE 09/05/2019

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the Impact Fee Fund to budget remaining funds collected for books and other media as provided by the Capital Improvements Element of the City's Comprehensive Plan.

Entered _____

Approved _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager *JR*
Paul Salvatore, Financial Services Director *P.S.*
Angela Egan, Purchasing Agent *AE*

FROM: Mike Madison, Stormwater Manager *MM*

DATE: August 29, 2019

SUBJECT: Robinson Road Drainage Improvements
September 5, 2019 City Council Meeting Consent Agenda

Recommendation:

Staff recommends that City Council award the Robinson Road Drainage Improvements project to Crawford Grading & Pipeline, Inc. for their quote amount of \$90,272.55.

Discussion: The existing storm drainage pipe under Robinson Road and near Jennings Yard has structurally failed. Given the observed structural deficiencies (holes in pipe inverts, failed joints, vertical offset) the pipe is not suitable for lining and must be excavated and replaced. Because the project did not cost more than \$100,000.00, the City is not required to follow HB 1079 and have the bid advertised for 30 days. Therefore, staff solicited quotes from three qualified contractors to perform the pipe replacement work. The results of these three quotes are as follows:

Crawford Grading & Pipeline, Inc.	\$90,272.55
Ronny D. Jones Enterprises, Inc	\$96,787.00
McLeRoy, Inc	\$97,795.00

Budget Impact: Sufficient funds in the amount of \$90,272.55 is available in the Stormwater Account #521-4250-521245 Contractual Services.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Robin Bechtel Cailloux, AICP
Planning and Development Director 

DATE: August 29, 2019

SUBJECT: Public Hearing: Consider Variance Request, Residential Stormwater Facility, 263 Greenwood Lane
September 5, 2019 City Council Meeting

Case Number:	PV19-0006
Request:	Variance from Section 1006(b)(4) Land Development Ordinance Private on-site stormwater facility
Property Location:	263 Greenwood Lane
Current Zoning:	R-43, One Family Residential
Parcel Size:	5.65 Acres
Property Owner/ Applicant	Cavalier Manor, LLC

Discussion:

The Applicant is requesting relief in the form of a variance from the public stormwater facility requirement [Section 1006(b)(4) of the Land Development Ordinance]. The ordinance requires that all residential subdivisions provide a single combined stormwater and sedimentation control facility in a designated city-owned greenbelt for which the city assumes maintenance responsibility. The Applicant is requesting the variance to allow individual facilities on each lot that would remain under private ownership and responsibility.

As part of the application, the Applicant has included a justification narrative, a site plan showing the proposed facility location on each lot, and a hydrology study. The site plans are attached to this memo; the hydrology study is available for review at the Planning & Development Department offices.

Variance Consideration

In accordance with Section 1302 of the Land Development Ordinance, variances shall only be granted if:

263 Greenwood Variance Request

Page 2

- (a) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the land development ordinance
- (b) The application the particular provision of the land development ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Variance Criteria

Section 1303 of the Peachtree City Land Development Ordinance states the City Council shall not grant a variance unless all of the following findings can be made

- (a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;

Staff Comment: The surrounding R-43 lots are within the Kedron Hills Phase 2 development or the Greenwood Oaks subdivision. The Kedron Hills lots are served by a publicly-maintained stormwater facility as stipulated in the ordinance. The Greenwood Oaks lots were developed without the required stormwater facility

- (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Land Development Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;

Staff Comment: No evidence of practical difficulty has been provided to staff. Staff notes that if the ordinance were applied to this subdivision, the property's shape, size, and topography would likely result in a stormwater facility located along Loring Lane, thereby reducing the aesthetics of the existing residential lots facing Loring Lane.

- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;

Staff Comment: The size of the property is an extraordinary circumstance which precludes the applicant from complying with the ordinance. Cavalier Manor is a redevelopment of an existing property dating back to before the realignment of Greenwood Lane and Crabapple Lane. Whereas the surrounding Kedron Hills development was a large-scale development granting that developer greater flexibility to provide combined stormwater facilities, the Cavalier Manor developer is restricted on where a combined facility could be located.

263 Greenwood Variance Request

Page 3

- (d) *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*

Staff Comment: Granting this variance would not constitute the granting of a special privilege inconsistent with the stormwater requirements on other property in the same zoning district; the applicant must still comply with all other stormwater regulations meeting engineering standards.

Staff recommends that if the variance is granted, the applicant be required to execute a Stormwater Management Facility Maintenance Agreement with the City for each lot in the subdivision. This agreement carries with the land and requires that the private facility be maintained by the property owner in good working condition. These agreements are commonly executed on private stormwater facilities throughout the City. An agreement template is attached to the memo.

- (e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*

Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant must comply with the Georgia Stormwater Management Manual Volumes 1 and 2 (the Blue Book) and the Local Design Manual.

- (f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

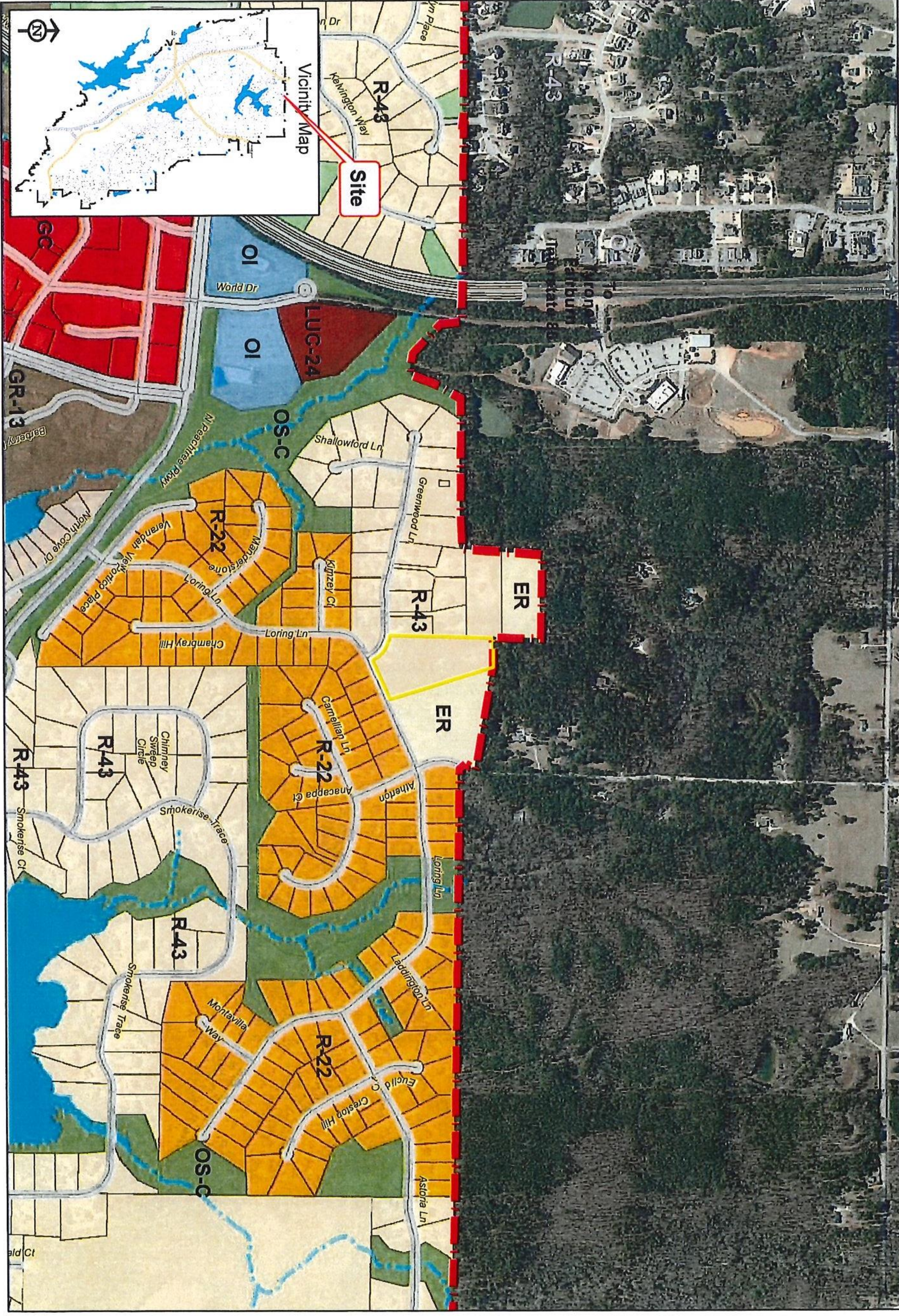
Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan.

ATTACHMENTS

263 Greenwood Lane

Cavalier Manor Variance Request

Peachtree City
City Council
September 5, 2019





VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731 F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$250.00 + \$100
for each additional request

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

VARIANCE LOCATION	Street Address <u>263 GREENWOOD LN</u> <u>PTC, GA</u>	PROPERTY OWNER	Name <u>CAVALIER MANOR LLC</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>615-927-2072</u>
VARIANCE TYPE:	☐ Administrative ☐ Special Exception ☐ Variance (check one below)	PROPERTY INFO	Email <u>douglas@fellerholdings.com</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☐ Zoning		Subdivision: <u>CAVALIER MANOR</u>
APPLICANT	Name <u>DOUGLAS FEUER - CAVALIER MANOR</u>	SUPPORTING DOCUMENTS	Phase: _____ Lot # _____
	Address <u>263 GREENWOOD LN</u>		Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application)
	City, State, Zip <u>PTC GA 30269</u>		☒ Site plan (with property lines and proposed work)
	Phone # <u>615-927-2072</u>		☒ A detailed report justifying the requested variance
	Email <u>douglas@fellerholdings.com</u>		☐ Letters of support from adjacent property owners
			☒ Digital Photographs \ Renderings (CD or Email)
			☒ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Does the application pertain to a zoning setback?	☐ Yes ☐ No	
	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) How long has the violation existed?	_____ Years	
	5.) What is the required setback?	_____ Feet	
	6.) How much of a variance is being requested?	_____ Feet	
	7.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions?	☐ Yes ☐ No	
	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking?	(Circle One)	
	5.) What is the required setback, height, or spaces?	_____	
	6.) How much of a variance is being requested?	_____	

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application?	☒ Yes ☐ No	
	2.) How much of a variance is being requested?	_____ Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☒ Yes ☐ No	<u>STORM WATER MGMT ON EACH LOT INSTEAD OF DET. Pond</u>

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: _____ Date 7-19-19

OFFICE ONLY

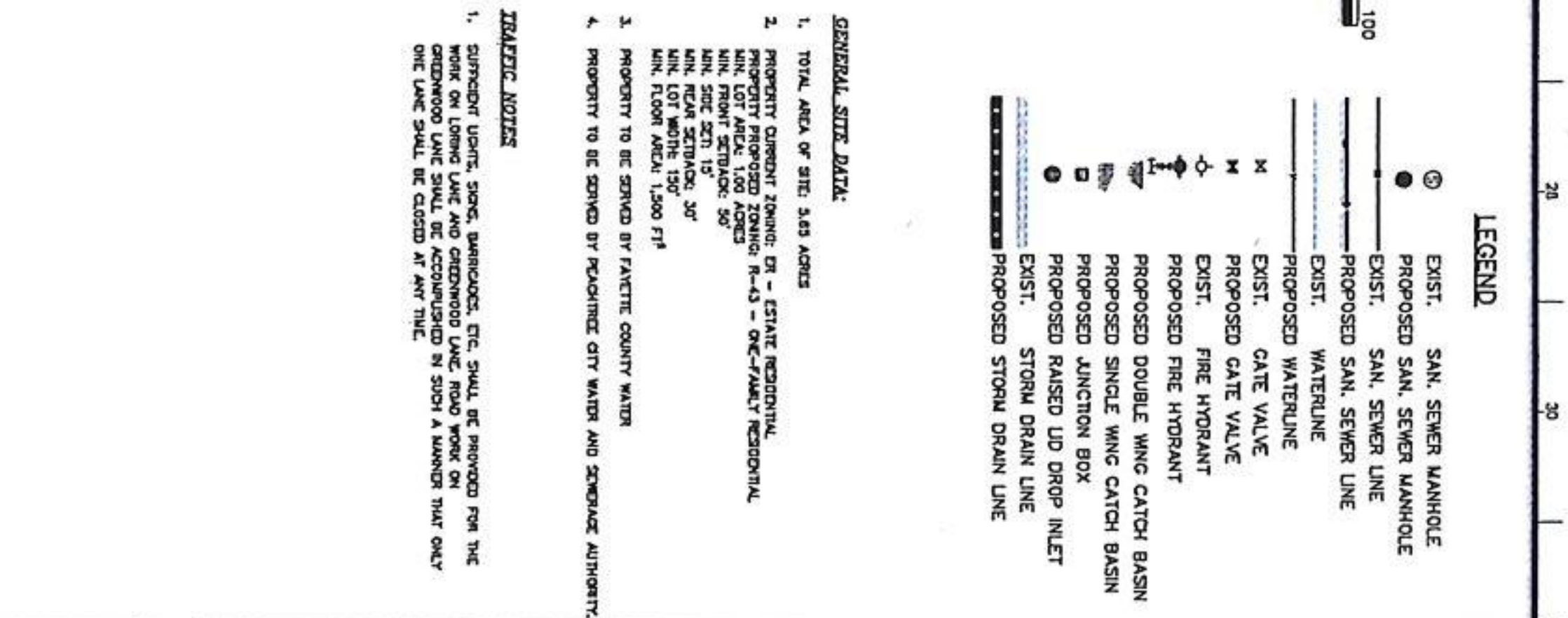
ADMINISTRATIVE VARIANCE	Signature: _____	☒ Approved ☐ Denied
Date of Acceptance: _____	Date of Hearing: _____	☒ Approved with Conditions

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:		
Signature: _____	Date of Acceptance: _____	Date of Public Hearing: _____	

Variance request report for *Cavalier Manor*:

The purpose of the variance request is to allow for the placement of storm water management facilities on individual lots rather than creating a central facility on dedicated open space to The City of Peachtree City. It is proposed that individual facilities will be located no closer than 15 feet. To the common property line with the eastern properties. The reasons for this request are as follows:

- A. Since this property will not contain any dedicated streets or storm drainage infrastructure to convey storm water runoff to a centralized storm water management facility and contain only five one plus acre single family lots, same as adjacent properties to the west, a centralized storm water management facility in dedicated open space conveyed to the City of Peachtree City will create an unsightly facility that will require maintenance by Peachtree City and is not in keeping with the surrounding adjacent properties.
- B. By requiring a centralized storm water management facility in dedicated open space to be maintained by Peachtree City, a hardship is created due to the fact that surrounding properties to the west were not required to have any similar measures.
- C. The requirement for the ingress/easement easement to serve lots 2 & 3 causes a conflict for the logical area for a centralized storm water management facility location since this area represents the lowest elevation of the site where a master facility should go. Storm water management facilities are proposed on each individual lot that will be in keeping with the development regulations by providing for storm water quality measures as well as detention measures. By allowing individual facilities on each lot, Peachtree City will have no maintenance responsibilities, which is preferred by The Engineering Department.
- D. The granting of such variance will *not* constitute the granting of special privileges inconsistent with the limitations on other surrounding properties within the same zoning district.
- E. The granting of such a variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located due to the fact that individual facilities on each lot will be smaller and less intrusive and will just be part of a landscaped lawn.
- F. The granting of such a variance will not create inconsistencies with any objective of the comprehensive plan.



H & A

HOVEY & ASSOCIATES INC.
BROKER/DEALER
 17000 W. 10TH AVE.
 SUITE 200
 CHICAGO, IL 60642
 TEL: 312.541.1100
 FAX: 312.541.1101
 WWW.HOUEY.COM

PREPARED FOR:
OWNERS/DEALER
24 HOUR CONTACT:
SELLER HOLDINGS, INC.
 P.O. BOX 301
 PEACHTREE CITY, GA 30094
 OFFICE: 404.437.1100
 FAX: 404.437.1101
 WWW.HOUEY.COM



NO.	DATE	DESCRIPTION	REVISED BY:
7			
6			
5			
4			
3			
2			
1			

APPROVED BY:
M. SPAN
D. HOVEY
HOVEY & ASSOCIATES
24 HOUR CONTACT:
SELLER HOLDINGS, INC.
 P.O. BOX 301
 PEACHTREE CITY, GA 30094
 OFFICE: 404.437.1100
 FAX: 404.437.1101
 WWW.HOUEY.COM

SCALE: 1"=10'-0"
DATE: 11/15/15
TIME: 1:15 PM

CONSTRUCTION PLANS
FOR
CAVALIER MANOR
L.L. 121 & 122 ~ 7TH DISTRICT
8 GREENWOOD LN, CITY OF PEACHTREE CITY
OVERALL GRADING PLAN

Record and return to:

Cinnamon Mack
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, a Georgia resident (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as _____, as recorded by deed in the land records of Fayette County, Georgia, Deed Book _____, Page _____ (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "_____" dated _____, and approved by the City on _____ (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

(Corporate Seal)
(Owner)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

PEACHTREE CITY, GEORGIA

By: _____ (City Seal)

Name: _____

Title: _____

Maintenance Facility Contact Information: (Please print or type)

Name

E-mail address

Address

City/State/Zip

Fax Number

Telephone Number

Approved as to Form:

City Attorney